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RECORDATION NO. 7482-E
APR - 4 1983 - 9 10 AM
INTERSTATE COMMERCE COMMISSION

March 29, 1983

Mrs. Mildred Lee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Mrs. Lee:

I have enclosed 3 originals and 1 copy of the document described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The document enclosed is a Third Supplemental Agreement, a secondary document dated September 9, 1982.

The primary document to which this is connected is recorded under Recordation No. 7482.

The names and addresses of the parties to the documents are as follows:

Trustee: Bank of America National Trust & Savings Association
555 California Street
San Francisco, CA 94137

Debtor: Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, IL 60008

A description of the equipment covered by the document follows:
Released (Destroyed) Equipment: Nine 4750 cu. ft. 100 ton covered hopper cars, ROCK 132947, 132952, 133005, 133029, 133039, 133062, 133075, 133090, 133091, AAR #L153. Three 4750 cu. ft. 100 ton covered hopper cars, USLX 7183, 7189, 7249, AAR #L153. One 4750 cu. ft 100 ton covered hopper car USLX 5808, AAR #L153. One 52'5" 70 ton RBL car, USLX 19030, AAR #R206. One 52'5" 70 ton RBL car, USLX 16099, AAR #R206. One 52'5" 70 ton all door box car, USLX 50088, AAR #L047.

Substitute Equipment: Four used 52'5" inside length RB boxcars equipped with 70 ton trucks, 6' door openings and 20" cushion underframe, USLX 3010, 3011, 3013, 3015, AAR #R200. Seven new 20,000 gallon general purpose insulated heater piped tank cars, USLX 21042-21048 (inclusive) AAR #T105. Five used 3600 cu. ft. 100 ton covered hopper cars US.X 1620-1624 (inclusive) AAR #L352.

A fee of \$10.00 is enclosed. Please return 2 originals and 1 copy not needed by the Commission for recordation to Pamela B. Loewenstein, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

A short summary of the document to appear in the index follows: Third Supplemental Agreement dated September 9, 1982 to Equipment Trust Agreement dated April 1, 1974 ICC recordation number 7482 between Evans Railcar Leasing Company, Debtor, and Bank of America National Trust and Savings Association, Trustee, releasing the following destroyed equipment: One 4750 cu. ft. 100 ton covered hopper car, USLX 5808; two 52'5" 70 ton RBL cars, USLX 19030 & 16099; and one 52'5" 70 ton all door boxcar, USLX 50088 and substituting the following equipment: Four used 52'5" RB boxcars, USLX 3010, 3011, 3013 & 3015; Seven new 20,000 gallon tank cars, USLX 21042-21048 inclusive; and Five used 3600 cu. ft. 100 ton covered hopper cars, USLX 1620-1624 inclusive.

Very truly yours,

Pamela B. Loewenstein

Pamela B. Loewenstein

PBL:sm

Enclosure

RECORDATION NO. 7482-E
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INTERSTATE COMMERCE COMMISSION

THIRD SUPPLEMENTAL AGREEMENT

THIS THIRD SUPPLEMENTAL AGREEMENT dated as of September 9, 1982, is by and between Bank of America National Trust and Savings Association (hereinafter called the "Trustee"), Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company"), and Evans Transportation Company, an Illinois corporation.

W I T N E S S E T H:

WHEREAS, the Trustee and United States Railway Leasing Company, United States Railway Equipment Company, and U.S. Railway Manufacturing Company executed and delivered with and to each other that certain Equipment Trust Agreement dated as of April 1, 1974 as supplemented by that certain Supplemental Agreement dated as of February 1, 1976 and that certain Second Supplemental Agreement dated as of August 1, 1976 (hereinafter collectively referred to as the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with Section 20C of the Interstate Commerce Act and assigned Recordation No. 7482; and

WHEREAS, United States Railway Leasing Company and United States Railway Equipment Company have been, by name change, collectively succeeded by Evans Railcar Leasing Company, and U.S. Railway Manufacturing Company has been, by name change, succeeded by Evans Transportation Company, the parent company of Evans Railcar Leasing Company; and

WHEREAS, pursuant to Section 4.06 of the Agreement, the Company has or will have requested the Trustee to pay over to the Company an amount in cash deposited with the Trustee on account of Destroyed Equipment (as hereinafter defined) as required by Section 4.08 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution, therefore, Substitute Equipment (as hereinafter defined); and

WHEREAS, the Company and Evans Transportation Company and the Trustee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.

2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked the Substitute Equipment as provided in Section 4.07 of the Agreement.
4. The terms "Equipment" and "Trust Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.
5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with Section 20C of the Interstate Commerce Act.
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 9th day of September, 1982.

[CORPORATE SEAL]

ATTEST:

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, as Trustee

Edward W. Pusey
Assistant Secretary

By: [Signature]

[CORPORATE SEAL]

ATTEST:

EVANS RAILCAR LEASING COMPANY

Thomas L. Schoenbeck
Assistant Secretary

By: [Signature]

Vice President

[CORPORATE SEAL]

EVANS TRANSPORTATION COMPANY

ATTEST:

Thomas L. Schoenbeck
Assistant Secretary

By: [Signature]

Vice President

STATE OF California
CITY AND COUNTY OF San Francisco

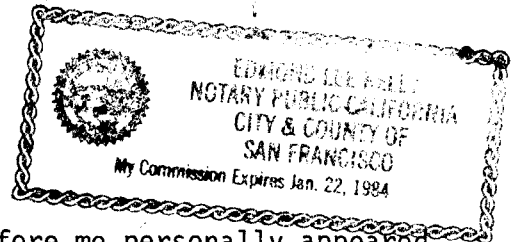
On this 14th day of February, 1983, before me personally appeared John Babjak, Jr. and HOWARD W. PROSSER, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively, of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

1/22/84

Edmund Lee Kelly
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK



On this 9th day of September, 1982, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

Aug 24, 1986

Paul R. Leak
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

On this 27th day of January, 1983, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively, of EVANS TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

Aug 24, 1986

Paul J. Gray

EXHIBIT A

SERIES 7 DESTROYED EQUIPMENT

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Car Reporting Marks</u>
9	4750 cubic foot 100-ton covered hopper cars	ROCK 132947 132952 133005 133029 133039 133062 133075 133090 133091
3	4750 cubic foot 100-ton covered hopper cars	USLX 7183 7189 7249
1	4750 cubic foot 100-ton covered hopper	USLX 5808
1	52'5" 70-ton RBL car	USLX 19030
1	52'5" 70-ton RBL car	USLX 16099
1	52'5" 70-ton all door box car	USLX 50088

EXHIBIT B
SERIES 7 SUBSTITUTE EQUIPMENT

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Car Reporting Marks</u>	<u>Cost</u>
4	used 52'5" inside length RB box cars equiped w/70-ton trucks, 6' door openings and 20" cushion underframe	USLX 3010, 3011, 3013, 3015	\$ 84,352.44
7	new 20,000 gallon general purpose insluated heater- piped tank cars	USLX 2014 [?] 2-21048 (inclusive)	\$294,420.00
5	used 3600 cubic foot 100-ton covered bopper cars	USLX 1620-1624 (inclusive)	\$ 80,325.00